

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 3 PAGES
1. REQUEST NO. NAFKP2-03-Q-N256	2. DATE ISSUED 05/02/2003	3. REQUISITION/PURCHASE REQUEST NO. KNREZ5-03-0046	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		RATING
5a. ISSUED BY USACCK ,NAF Unit #15289 APO AP 96205-5289			6. DELIVERY BY (Date) 04/30/2003		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
5b. FOR INFORMATION CALL: (No collect calls)			9. DESTINATION		
NAME Yun-Hui Kim			a. NAME OF CONSIGNEE Service Division, Area I		
AREA CODE 724-3323			b. STREET ADDRESS IMA, KORO, MWR Division APO AP 96224-5543		
8. TO:					
a. NAME			b. COMPANY		
c. STREET ADDRESS			c. CITY Tongduchon, Gyonggi-Do, Korea		
d. CITY			e. STATE		
f. ZIP CODE			d. STATE		
e. ZIP CODE			f. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/30/2003 1500 LT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Mark For: Service Division, Area I IMA, KORO, MWR Division APO AP 96224-5543 Tongduchon, Gyonggi-Do, Korea Period of Performance: 06/13/2003 to 06/13/2003				
0001	Freon Gas, R-12 for refrigeration, K/S	200	LB		
0002	Freon Gas, R-22 for Refrigeration, K/S	200	LB		
0003	Defrost time control motor for refrigeration 6 hours defrost frequency, 21 minute defrost time, 10A, 120V, 60HZ	10	EA		
0004	Leather, artificial, cloth coated, vinyl resin, Continued ...	100	LY		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
					AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	1.2mm thk, 1370mm wide, fire retardant treated, brown Leather, artificial, cloth coated, vinyl resin, 1.2mm thk, 1370mm wide, fire retardant treated, black <p>No appropriated funds of the United States will become due or be paid to the Contractor or Concessionaire by reason of this contract. However, pending approval of new nonappropriated fund contract forms, this contract will use certain standard appropriated fund contract forms. IMPORTANT: Notwithstanding any references on those forms to appropriated fund laws, accounting data, regulations, or clauses, this contract is governed exclusively by the provisions of Army Regulation 215-4. Use of appropriated fund contracting forms does not grant the contractor any new rights not otherwise provided by nonappropriated fund contracting procedures. Any references to the contrary are void.</p> <p>I-75. EXEMPTION FROM KOREAN TAXES FOR VALUE-ADDED TAXED ITEMS USED UNDER THIS ORDER.</p> <p>This clause implements Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts contractors from paying the Republic of Korea Value Added Taxes. When the contractor submits an offer, he shall certify to the Contracting Officer that the costs in the offer shall be exclusive of Value-Added Tax and, further, that the proposed order price includes no Value-Added Tax. Contractor shall also indicate the amount and type of Value-Added Taxes excluded from the order price. If supplies and/or services which the contractor purchases for this order include Value-Added Taxes, he can obtain a full refund for the amount of the Value-Added Taxes from his ROK District Tax Office. Contractor can receive Value-Added Tax refunds by submitting to the ROK District Tax Office tax invoices which he receives when he purchases materials and/or services for this order. The contractor shall submit a copy of the USFK order with his first tax invoice submission. Subsequent tax invoice submissions shall be accompanied by a letter which reference the USFK order submitted with the first tax invoice submission.</p> <p>I-76. EXEMPTION FROM KOREAN TAXES FOR SPECIAL EXCISE TAXED ITEMS USED ON THIS ORDER.</p> <p>This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America granting contractors exemption from Republic of Korea Special Excise Taxes. At the time this order is awarded the contractor shall indicate to the Contracting Officer which items he shall purchase for the order that are subject to a Special Excise Tax. He shall indicate the name and number of units to be purchased, the cost per unit w/o tax, the percentage of tax, the tax amount per unit, the total tax, and the manufacturer of the item. The Contracting Officer shall certify the reasonableness of the quantities claimed. The contractor shall purchase the special excised taxed items from the item manufacturer tax exclusive. For construction and single delivery type supply and service orders he shall employ the following procedure: at the time he purchases the items he shall present the manufacturer with a notification letter requesting refund of the Special Excise Tax. (Copies of this letter can be obtained</p> <p>Continued ...</p>	100	LY		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>from the DRAGON HILL LODGE Contracting Officer.)</p> <p>The manufacturer shall endorse the letter to the manufacturer's District Tax Office which will make refund to the manufacturer. The manufacturer will make a subsequent to the contractor. Request for refund under requirement type contracts shall be submitted</p> <p>monthly and shall be accompanied by copies of the USFK delivery order issued during the monthly period.</p> <p>I-77. EXEMPTION FROM KOREAN TAXES FOR POL PRODUCTS USED ON THIS ORDER.</p> <p>This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America granting contractors exemption from the Republic of Korea taxes for petroleum products (POL) utilized on USFK procurement's in the Republic of Korea. At the time of this order is awarded, the contractor shall make a final nomination in writing of this point of purchase for POL products to be used on the USFK order. If he intends to purchase directly from an oil company refinery he may nominate any of the three ROK oil companies which have agreed to contract FOB refinery at the SET exempt price. If the contractor instead intends to purchase his POL products from an individual gasoline station he shall be told by the Contracting Officer which individual gasoline stations will sell to him at the SET exempt price. He shall be required to specify from which of those stations he shall purchase. In addition to naming his oil company/gas stations the contractor shall be required to state the estimated quantities of POL products required for the order, the estimated value of the POL products, the value of the tax exemption for the estimated quantity, and the amount of POL to be purchased from each refinery/gas station. the USFK Contracting Officer shall verify the reasonableness of the amounts of POL products claimed for use on the contract, and based on this verification, the USFK responsible office shall issue USFK POL Tax Exemption Coupons. If the contractor wishes to purchase from an individual gas station he shall be required to make advance payments for the POL covered by the coupons. Advance payments shall be at the SET exclusive price and shall be made to the gas stations previously nominated. Representatives from the nominated gas station shall be present at the issuing session. They shall collect the advance payments, mark "paid" on the back of the original copy of the coupons issued, and will provide the purchasing contractor with tax invoices to be used by the contractor to obtain VAT refunds from his governing ROK District Tax Office. Coupons for construction contracts shall be issued at the time of award. Coupons for requirements type contracts shall be issued on a delivery order increment basis or on a monthly basis. Pre-selected oil company refineries will sell their POL products at the SET exempt prices upon presentation of the coupons. Individual gas stations which have previously collected POL payments in advance will accept the pre-paid USFK POL Tax Exemption Coupons from the contractors and will provide the POL amounts reflected on tendered coupons without further charge.</p>				

1. **DESCRIPTION/SPECS/WORK STATEMENT:**

No further specifications will be provided.

2. **INSPECTION AND ACCEPTANCE:**

The final inspection and acceptance will be performed by the receiving officer or her representative at the receiving point.

3. **DELIVERY OR PERFORMANCE:**

Items specified under the Schedule will be picked-up within five (5) calendar days after award at AAFES-KOAX, Main Exchange.

4. **RECEIVING OFFICER:**

- a. NAFI Fund Manager, DCA, 34th Support Group or his/her designed is the receiving officer for the receipt of item.
- b. The Receiving Officer is responsible for inspection and acceptance of services, and preparation of receiving reports (DD Form 250). The Receiving Officer is required to make distribution of the receiving report, no later than the last working day of the month, to the following addresses:

1 Original and 3 Copies to the Paying Office
(See Section G., paragraph 2)

1 Copy to the Contracting Office
(See Block #5 of DA Form 4607-R)

5. **ORDER ADMINISTRATION DATA:**

- a. Consideration and payment: In consideration for the performance accepted hereunder the Paying Office will make payment to the contractor via Electronic Funds Transfer (EFT) no later than 30 days from date of receipt of invoice in paying office or acceptance of material, whichever is later.
- b. Invoices for payment in three (3) copies (one copy shall be marked "Original") shall be submitted to the following address:

175th Finance Command
ATTN: EAFC-CAO
Unit #15300
APO AP 96205-0073

6. **ORDER CLAUSES:**

- a. DA Form 4067-1-R, dated Jun 87, Contract Clauses, Nonappropriated Fund Supply and Service Contracts (CONUS Version), is attached hereto and made a part hereof.
- b. Additional Order Clauses: The following clauses are hereby added to and made a part of DA Form 4067-I-R.

Clauses No. I-40: **APPLICABLE LAW:**

The rights and remedies of the parties are governed by the terms and provisions of this order. The validity and interpretation of this order and rights and obligations thereunder will be governed by the laws of the United States of America.

Clauses No. I-41: **ENDORSEMENT AND/OR ADVERTISEMENT:**

The contractors shall not represent, in any manner, expressly or by implication, that the products or services purchased under this order are endorsed by elements of the United States Government.

Advertisements which refer to a military resale activity shall contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity. Such advertisements prepared by the contractor will be approved by the Contracting Officer prior to their release.

c. Attachment:

- (1) Mandatory Information for Electronic Funds Transfer Payment (Aug, 1996)
- (2) ACH Vendor/Miscellaneous Payment Enrollment Form

SECTION I - SUPPLY

CONTRACT CLAUSES (NONAPPROPRIATED FUND SUPPLY AND SERVICE CONTRACTS) *(FOR PURCHASES OF \$10,000 OR LESS)*

4067-1-R-I-1. DEFINITIONS (SEP 1984)

"Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts on behalf of the nonappropriated fund instrumentality which is a party of this contract and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

4067-1-R-I-2. NONAPPROPRIATED FUND INSTRUMENTALITY (SEP 1984)

The Nonappropriated Fund Instrumentality (NAFI) which is party to this contract is a nonappropriated fund instrumentality of the Department of the Army. **NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID THE CONTRACTOR OR CONCESSIONAIRE BY REASON OF THIS CONTRACT.** This contract is not subject to The Contract Disputes Act of 1978.

4067-1-R-I-4. CHANGES (SEP 1984) FIXED PRICE SUPPLY

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the NAFI in accordance with the drawings, design, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer decides that the facts justify it. The Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FOR SERVICE CONTRACTS ONLY

Substitute paragraph (a) of the basic clause above with (a) below:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the days, days of the week, etc.)

SECTION I - SUPPLY

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Fund in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

FOR PROFESSIONAL SERVICES ONLY

If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph (a) of the basic clause:

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

Description of services to be performed.

(1) Time of performance (i.e., hours of the day, days of the week, etc.)

(2) Place of performance of the services.

(3) Drawings, designs, or specifications when the supplies to be furnished are to be especially manufactured for the Fund in accordance with the drawings, designs, or specifications.

(4) Method of shipment or packing of supplies.

(5) Place of delivery.

FOR PROFESSIONAL SERVICES ONLY

Substitute paragraph (a) of the basic clause with (a) below and add paragraph (f) below:

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

4067-1-R-I-20. PAYMENTS (1984)

The NAFI shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in his contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract unless otherwise specified in this contract, payments shall be made on partial deliveries accepted by the NAFI if:

(a) The amount due on the deliveries warrants it, or

(b) The Contractor requests it and the amount due to the deliveries is at least \$1,000 or 50 percent of the total contract price.

SECTION I - SUPPLY

4067-1-R-I-22. INVOICES (SEP 1984)

(a) An invoice is a written request for payment under the contract for supplies delivered or for services rendered in order to be proper, an invoice must include as applicable the following:

- (1) Invoice date,
 - (2) Name of contractor;
 - (3) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
 - (4) Shipment number and date of shipment on (Government bills of lading);
 - (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment).
 - (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
 - (7) Any other information or documentation required by the contract (such as evidence of shipment).
- Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original" unless otherwise specified).

For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177, as amended by P.L. 100-496):

A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;

Payment shall be considered made on the date on which check for such payment is dated;

- (1) Payment terms (e.g., "net 20") offered by the contractor will not be deemed a "required payment date", and
- (2) The following periods of time will not be included:
 - (i) After receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 7 days (3 days on contracts for meat food products, and 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils); and
 - (ii) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

4074-1-R-I-25. DISPUTES

- (a) This contract is subject to the rules and regulations promulgated by the Secretary of Defense and Secretary of the Army for NAF contracting.
- (b) The contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
- (c) All disputes arising under or relating to this contract shall be resolved under this clause.
- (d) "Claims" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a

SECTION I - SUPPLY

claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(e) (1) A claim by the Contractors shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that—

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the NAFI is liable.

(3) (i) If the Contractor is an individual, the certification shall be executed by that individual..

(ii) If the Contractor is not an individual, the certification shall be executed by—

(A) A senior company official in charge at the Contractor's plant or location involved, or

(B) An officer or general partner of the Contractor having overall responsibility for the Conduct of the Contractor's affairs.

(f) For Contract clauses of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the Contractor appeals as provided in paragraph (h) of this clause

(h) The contracting Officer's final decision may be appealed by submitting a written appeal to the Armed Service Board of Contract Appeals with 90 days of receipt of the contracting Officer's final decision. Decisions of the Armed Services Board of Contract Appeals are final and are not subject to further appeal.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4067-1-R-I-27. INSPECTION AND ACCEPTANCE (SEP 1984)

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and after any rejections, risk or loss will be on the Contractor unless loss results from negligence of the NAFI.

4067-1-R-I-28. TERMINATION FOR CONVENIENCE OF THE FUND (MAR 87)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with AR 215.4. To the extent that this contract is for services, and is so terminated, the NAFI shall be

SECTION I - SUPPLY

liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

4074-1-R-I-29. TERMINATION FOR DEFAULT

(a) (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the services and within the time specified in this contract or any extension.

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below), or

(iii) Perform any of the other provision of this contract (but see subparagraph (a)(2) below)

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above may be exercised if the Contractor does not cure such failure within 10 days (or more authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate supplies or services similar to those terminated, and the Contractor will be liable to the NAFI for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(a) Except for defaults of subcontractors at any time, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or the public enemy, (2) acts of the Government/NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(b) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(c) If this contract is terminated for default, the NAFI may require the Contractor to transfer title and deliver to the NAFI, as directed by the Contracting Officer, any

(1) Completed supplies,

(2) Partially completed supplies and materials, parts, tools, dies, jigs, fixture, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired the termination portion of this contract. Upon direction of the contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the NAFI.

(h) The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION I - SUPPLY

(d) The NAFI shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

4067-1-R-I-39. CLAUSES INCORPORATED BY REFERENCE

This contract incorporated the following clauses by reference from AR 215.4 with the same force and effect as if they were given in full text. Upon request-, Contracting Officer will make full text available;

4074-1-R-I-3 COVENANT AGAINST CONTINGENT FEES

4067-1-R-I-5 OFFICIALS NOT TO BENEFIT (April 1987)

4067-1-R-I-7 MATERIAL AND WORKMANSHIP (April 1987)

4067-1-R-I-8 COMPLIANCE WITH COPELAND ACT REQUIRMENTS (August 1988)

4067-1-R-I-10 CONVICT LABOR (April 1987)

**4067-1-R-I-11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME
COMPENSATION – GENERAL (April 1987)**

4067-1-R-I-12 WALSH-HEALY PUBLIC CONTRACTS ACT (April 1987)

4067-1-R-I-13 EQUAL OPPORTUNITY (April 1987)

**4067-1-R-I-14 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
(April 1987)**

4067-1-R-I-15 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (April 1987)

4067-1-R-I-16 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (April 1987)(CONUS ONLY)

4067-1-R-I-17 CERTAIN COMMUNIST AREAS (April 1987)

4067-1-R-I-18 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (April 1987)

4067-1-R-I-19 TAXES (April 1987)

4067-1-R-I-21 DISCOUNTS FOR PROMPT PAYMENT (April 1987)

4067-1-R-I-23 DISPUTES CONCERNING LABOR STANDARDS (Aug 1988)

4067-1-R-I-24 ASSIGNMENTS OF CLAIMS (April 1987)

4067-1-R-I-26 NAFI PROPERTY (April 1987)

4067-1-R-I-30 WARRANTY OF CONSTRUCTION (April 1987)

4067-1-R-I-31 ACCIDENT PREVENTION, FIRE PROTECTION, AND SANITATION (April 1987)

4067-1-R-I-32 MODIFICAITON PROPOSALS-PRICE BREAKSOWN (April 1987)

4067-1-R-I-33 NON-WAIVER OF DEFAULTS (April 1987)

4067-1-R-I-34 PERMITS AND RESPONSIBILITIES (April 1987)

4067-1-R-I-35 REMOVAL OF CONTRACTOR'S EMPLOYEE'S (April 1987)

4067-1-R-I-36 SAVE HARMLESS (April 1987)

**4067-1-R-I-37 COMPLIANCE WITH DAVIS-BACON AND RELATED ACTION REGULATIONS (Aug
1988)**

4067-1-R-I-38 CONTRACT TERMINATION-DEBARMENT (Aug 1988)

ELECTRONIC FUND TRANSFER

MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG. 1996)

(a) Method of payment. Payments by the Government under this, contract, including invoice and contract financing, payments, will be made by Electronic Funds Transfer (EFT). Associated payment information may also be made by electronic transfer. As used in this requirement, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information;

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this requirement, unless the payment office determines that submission of the information is not required. The Contractor shall provide EFT information as described in paragraph (d) of this requirement.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this requirement, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated – Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this requirement and attached form entitled "ACH Vendor/Miscellaneous Payment Enrollment Form").

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing, Transit Number for the Contractor's financial agent.

(ii) The Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other requirement of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment

ELECTRONIC FUND TRANSFER

information from the Contractor or a certificate submitted in accordance with paragraph (b) of this requirement. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment requirement of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no other payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment requirement of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing, the electronic funds transfer using, the EFT methods described in paragraph (d) of this requirement. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this requirement.

(h) EFT and prompt payment

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment requirement of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims requirement of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this requirement. In all respects, the requirements of this requirement shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims - acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this requirement.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

ELECTRONIC FUND TRANSFER

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this requirement. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

ELECTRONIC FUND TRANSFER**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

This form is issued for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the Vendor Express Program. Recipients of those payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 33Z and 31 CFR 21.0. This information will be used by the Treasury Department to transmit payment data by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION**FEDERAL PROGRAM AGENCY:****AGENCY IDENTIFIER:****AGENCY LOCATION CODE (ACL):****ADDRESS:****CONTACT PERSON NAME:****TELEPHONE NUMBER:****ADDITIONAL INFORMATION:****PAYEE/COMPANY INFORMATION****NAME:
NO.****SSN NO. OR TAXPAYER ID:****ADDRESS:****CONTACT PERSON NAME:****TELEPHONE NUMBER:****FINANCIAL INSTITUTION INFORMATION****NAME:****ADDRESS:****ACH COORDINATOR NAME:****TELEPHONE NUMBER:****NINE-DIGIT ROUTING TRANSIT NUMBER:****DEPOSITOR ACCOUNT TITLE:****DEPOSITOR ACCOUNT NUMBER:****ACH FORMAT: () CCD + () CTX****TYPE OF ACCOUNT: () CHECKING () SAVING () LOCKBOX****SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:**(Could be same as ACH Coordinator)**TELEPHONE NUMBER**

SECTION L

SOLICITATION INSTRUCTIONS AND CONDITIONS (NONAPPROPRIATED FUNDS)

For use of this form, see AR215-4; the proponent agency is ODCSPER

L-1 DEFINITIONS

As used herein:

- a. The term "solicitation" means an invitation for bids (IFB) when using sealed bidding and a request for proposal (RFP) when an acquisition is negotiated.
- b. The term "offer" means "bid" when sealed bidding is used and "proposal" when an acquisition is negotiated.

L-2 PREPARATION OF OFFERS (FEB 1987)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer, offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit prices/costs, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended prices/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performances of services, unless otherwise specified the solicitation.

(f) Time if stated as a number of days, will include Saturdays, Sundays, and holidays.

L-3 EXPLANATION TO PROSPECTIVE OFFERORS (FEB 1987)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L-4 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS (FEB 1987)

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (c) by letter or telegram. The NAFI must receive the acknowledgment by the time specified for receipt of offers.

L-5 SUBMISSION OF OFFERS (FEB 1987)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice if that notice is received by the time specified for receipt of offers.

SECTION L

(c) Items samples, if required, must be submitted within the time specified for receipt of offers, unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L-6 FAILURE TO SUBMIT OFFER (FEB 1987)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OR PROPOSALS (FEB 1987)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation; or

(3) is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI may be considered at any time it is received and may have been accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.

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L-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 1987)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date a proper invoice or voucher is received in the office specified by the NAFI, if the latter is later than date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which a wire transfer was made.

L-9a CONTRACT AWARD (FEB 1987) (NEGOTIATED PROCUREMENTS ONLY)

(a) The NAFI will award a contract resulting from the solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors, specific elsewhere in this solicitation considered.

(b) The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The NAFI may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specified otherwise in the offer.

(e) A written award or acceptance of the offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the NAFI may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost of pricing data, the contract price will be subject to reduction, if cost or pricing data furnished is incomplete, inaccurate, or not current.

L-9b CONTRACT AWARD-SEALED BIDDING (AUG 1988)

(a) The NAFI will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the NAFI considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The NAFI may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The NAFI may accept any item or group of items of a bid, unless the bidder qualified the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

SECTION L

L-10 LABOR INFORMATION

General information regarding the requirements of the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract act of 1965 (42 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, DC 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L-11 ORDER OR PRECEDENCE (FEB 1987)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments, and (e) the specifications.

L-12 SITE VISIT (FEB 1986)

Offerors or quoters are urged and expected to inspect the site where the services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-13 TYPE OF CONTRACT (FEB 1987)

The NAFI contemplates award of a Firm Fixed Price (*Contracting Officer insert specific type of contract*) contract resulting from this solicitation.

L-14 EVALUATION OF OFFERS FOR MULTIPLE AWARDS (AUG 1988)

Unless otherwise stated and in addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the NAFI that might result from making more than one award (*awards multiple*). It is assumed, for the purpose of evaluating proposals, that \$250 would be the administrative cost to the NAFI for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the lowest aggregate cost to the NAFI, including the assumed administrative costs.

L-15 SERVICE OF PROTEST

Protests, as defined in Paragraph 4-40 of AR 215-4, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from;

**US Army Contracting Command Korea
Chief, NAF Branch**

L-16 FAR 52.215-7 -- UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS.(APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a completed and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

L-17 RESTRICTION ON DISCLOSURE AND USE OF DATA

Proposer who includes in its proposals data that it does not want disclosed to the public for purposes or use by the NAFI except for evaluation purposes, shall-

- a. Mark the title page with the following legend: "This proposal includes data that will not be disclosed outside the NAFI and will not be duplicated, used, or disclosed-in whole or in part-for purposes other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result in connection with the submission of this data, the NAFI will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source

SECTION L

without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) and

b. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L-21. ALTERNATE PROPOSALS.

Proposer is encouraged to submit alternate proposals, to propose alternate contract types, and to identify overly stringent or excessive requirements, specifications, or standards set forth in this solicitation. If the suggestions set out in such alternate proposals are adopted by the US Government, the solicitation will be amended so that proposers will have the same opportunity to adjust their proposals accordingly. The US Government reserves the right to reject alternate proposals. If a proposer submits an alternate proposal, it shall also submit, at the same time, a proposal which is in conform with the terms and conditions of this solicitation as presently stated.

L-28. DETERMINATION OF RESPONSIBILITY:

Proposer is advised that companies that are determined to be responsible by the Contracting Officer will be awarded contracts. To be responsible, a proposer shall possess integrity. Proposer or its employees, who engage in collusion, obtain US Government independent cost estimates, bribe US Government employees (US or Korean nationals), or conduct other fraudulent or unethical activities, will not be considered responsible. Proposer shall ensure that its price proposal is based upon its independent estimate of its true costs of performing the contract. Failure to comply with the above may result in non-responsibility determinations and possible debarment from future contracts with the US Government.

L-29 INFORMATION FOR KOREAN BUSINESS FIRMS

CAUTION

(a) **COMPETITION** The attached document is a competitive solicitation issued to Korean business firms in the Republic of Korea. Under the laws of the United States and the Republic of Korea, competition is defined as two or more qualified contractors independently preparing contract proposals.

(1) Any discussion of your price proposal with other competing business firms or with individuals outside of your firm is a bad business practice and constitutes a criminal act of collusion. Such acts will result in your firm being suspended from doing business with US Government world-wide.

(2) Your price proposal is a private business matter that should only be discussed with the US Contracting Officer issuing the solicitation.

(3) Your price proposal must be prepared based on your own best estimate to perform the services, construction or delivery of supplies without considering the US Government cost estimate. Using a US Government cost estimate will jeopardize your eligibility for award of the contract.

(b) **US GOVERNMENT ESTIMATED COST.** Business firms who illegally obtain information and pricing concerning US Government estimated costs for proposed contracts are committing crimes punishable by laws of Republic of Korea and United States and will be prohibited from being awarded any further contracts with the US Government.

(1) "Illegally obtain" in the above paragraph means to solicit or receive information on the US Government estimated cost for supplies, services or construction in advance of submitting your proposal to the contracting activity or anytime prior to contract award.

(2) All employees of your firm must be cautioned not to try to solicit such information, as the illegal act of your employee, as a representative of the firm, may result in punitive action for your entire firm and individuals in the firm.

SECTION L

(c) **FALSE INFORMATION:** Under Republic of Korea Law No 911, "Unfair Competition Prevention Act", Article Z, paragraph 6, persons stating or spreading false facts which damage the business credit of other persons who are in a position of competition with the person stating the false facts, shall be liable for damages inflicted on business interests due to such acts. In addition, credibility of business personnel and firms making false statements about other firms may be considered unreliable by Contracting Officers in evaluating responsibility for contract awards.

(d) **BRIBERY:** Any attempt to offer a gift (examples: products, construction, service, entertainment, food, money) to a US Government official with intent to influence a decision of a US official, is defined by US laws as bribery. Bribery exists whether or not the US official accepts the gift. Penalty for this act is suspension from doing business with the US Government anywhere in the world, in addition to appropriate punitive action by the Republic of Korea.

(e) **WITHDRAWAL OF PROPOSALS** Business firms who have furnished written proposals to the contracting activity and decide to withdraw their proposals during evaluation by the Contracting Officer or during negotiation, cause US Contracting Officers to question the credibility of the firm. In certain circumstances the firm may be placed in a category of being not responsible and therefore removed from the source list.

(f) **PREVENTION** Contract awards are based upon the concept of integrity of the firms in the business community. US Contracting officers want to be able to rely on the prices offered by the firms as being independently developed and, therefore, reflecting the best market prices that are reasonable and from responsible firms. Your understanding of this concept is important in dealing with US contracting offices.

YOUR SERVICES AS A CONTRACTOR ARE VERY MUCH NEEDED AND WILL BE APPRECIATED BY THE US MILITARY IN KOREA. TO PREVENT YOUR FIRM FROM BECOMING INVOLVED IN THE ABOVE PROBLEMS, PLEASE CAUTION YOUR APPROPRIATE OFFICIALS ON THE CONSEQUENCES OF SUCH ILLEGAL ACTS. IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS CAUTION NOTICE, CONTACT THE US CONTRACTING OFFICER SHOWN IN THE SOLICITATION.

GRATUITIES TO US GOVERNMENT EMPLOYEES

No US Government employee may request or receive any gratuity, gift, favor, entertainment, loan, or anything of monetary value from any company or individual doing or seeking to do business with the United States Government. All bids/offers for US Government contracts are given fair and equal consideration. Thus, it is not necessary to give anything of value to a US Government employee in order to receive a solicitation or get favorable treatment or processing of an offer. A US Government employee cannot affect the consideration of a proposal without it being eventually discovered. If any such impropriety is substantiated, the US Government employee will be disciplined and suspension/debarment action will be initiated against the Contractor.

If you are approached by a US Government employee requesting a gratuity, or if you know of such an employee receiving a gratuity, you should notify the Commander, US Army Korea Contracting Agency of the circumstances. Any report of a gratuity will be kept strictly confidential and will be promptly investigated. You may reach the Commander by mailing a letter to: Commander, US Army Contracting Command Korea, ATTN: EAKC-CO, Namyong-dong, Yongsan-ku, Seoul, Korea or by telephoning him at 7914-3353.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 BASIS OF AWARD:

a. Single award shall be made to the responsible offeror submitting the lowest price paid to the contractor for a technically acceptable proposal that meets the terms and conditions set forth in this solicitation. Contractor shall submit business license and listing of historical work in the same field with references.

b. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

M-2 CONTRACT AWARD:

SECTION L

Reference Section L, Paragraph 9a.